consanguinity; the vesting of estates given by will; and a detailed classification of testamentary gifts. There are also exhaustive tables showing survivorship under all contingencies among a number of beneficiaries, classification of powers, etc., and the book is provided with the usual table of cases cited; and table of contents; and a full and satisfactory index.

A careful examination of this book has failed to suggest anything in the way of adverse criticism. Here and there there are particular points on which it would have been satisfactory to have the benefit of a somewhat more complete statement of the learned author's views, though he has probably acted wisely in keeping the text strictly within the limits adopted. One of these points is as follows: In discussing (page 312) special provisions covering the event of simultaneous death of testator and some other beneficiary, the author mentions with approval the plan of creating a trust for some other person or persons (being those whom testator would wish to provide as alternatives to the one whom he would first desire to benefit), on such terms and conditions that if the favored beneficiary should in fact survive testator the trust for others should then, or shortly, terminate, so that the property might then pass to the favored beneficiary. It would, in this connection, be very gratifying to have Mr. Remsen's views, for or against, concerning another method sometimes adopted, namely, the plan of leaving the property in trust for the favored beneficiary, A, for A's life, if A survives testator, and then all of it (or, if desired, any part of it that may not then have been consumed by A) to B, and if A does not survive testator then to B at testator's death. Under such a provision it has been suggested that the difficulties in the way of determining (in case of the death of testator and A in a common calamity), which of them in fact survived the other, would at least be greatly reduced, on the ground that whichever survived in fact, the property, by the time the question could arise, would in any event then belong to B; while if no such common calamity occurred, and A survived testator, A would then, as proposed, enjoy the benefit of the trust for life, and would be succeeded, as also proposed, by B, or some other specified substitute. There is no intention of discussing here the merits or demerits of the plan thus sometimes adopted, and it is not at all by way of criticism of the book that the point is suggested as possibly worthy of brief treatment in a future edition.

The entire work shows every evidence of careful planning and painstaking, intelligent and successful execution, and may be unreservedly commended.

HISTORY OF ROMAN PRIVATE LAW. Part I: Sources. By E. C. CLARK, LL. D., Regius Professor of Civil Law in the University of Cambridge. University Press. New York: G. P. Putnam's Sons. 1906. pp. 168.

Professor Clark's "History" will undoubtedly be a work of great value. Not only is he a competent and painstaking investigator of the sources, but he is also familiar with the recent literature of Roman legal history, in Italy as well as in Germany and France. To continental as

to English students he himself has long been favorably known by his "Early Roman Law: Regal Period."

The little volume under consideration is practically an extended preface to the forthcoming work. The author explains what we have in the way of material for Roman legal history, and indicates what it is worth. His review extends from the fragments of alleged "royal laws" to the law books of Justinian. In fact, it overruns the latter limit by nearly a century, since it contains a note on Isidore's "Origines" and "Differentiæ Verborum" (p. 96). It includes the Roman historians, poets, philologists, and antiquarians as well as the Roman lawyers.

In his estimate of the degree of probability with which the earlier history of Roman institutions can be reconstructed, Professor Clark takes defensible middle ground between the uncritical credulity which obtained a century ago and the nihilism of Professor Pais. As against Pais, he holds that the XII Tables were really submitted to and accepted by the Roman town-meeting, and that the portions which have come down to us are substantially genuine.

To the student of substantive Roman law, Professor Clark's "Tables of Juristic Writers" (pp. 156–163) will doubtless prove the most useful part of the present volume. In these he gives a list of all the jurists whose names have been preserved, arranged, as nearly as their dates can be determined, in chronological order, from Cato Minor, who flourished in the first half of the second century B.C., down to Modestinus, who wrote in the fourth and fifth decades of the third century of our era. The use of these tables—which is facilitated by the full index at the end of the volume—is strongly to be recommended to all who attempt to use that great repository of Roman case-law, the Digest of Justinian; for, as Professor Clark justly observes:

"The fact that each extract gives us *prima facie* contemporary law suggests a somewhat more historical method than has been, I think, always employed, in discussing certain well-known difficulties of the Digest—a method in which may possibly be found the explanation for many of the so-called 'antinomies' which Justinian's compilers left—sometimes perhaps introduced—in Roman law. The apparent contradiction of passages, made artificially synchronous by that Emperor, becomes at least more explicable if we remember that in one author—say, Brutus or Manilius—may be given the first, and in another—say, Modestinus—the last stage of four hundred years' progressive development." (pp. 99, 100).

To indicate the justice of Professor Clark's suggestion, let us imagine that we possessed an official digest of English common law and equity, made, say, on the initiative of James I. Let us suppose that this digest was made up of extracts from the Plea Rolls, the Year Books, the proceedings in Chancery, etc., and from such writers as Bracton, Littleton and Coke. Let us suppose, further, that the source from which each extract was taken was carefully indicated. Let us assume that the compilers, proceeding on the general theory that nothing which was antiquated was to be included—that the digest was to represent the law existing in their time—had not infrequently altered the wording of extracts in accordance with their ideas of existing law, but that their methods

of bringing the extracts up to date had been rather superficial and mechanical. Let us conceive, if we can, that when later generations found "antinomies" in this official digest, commentators and courts, instead of applying the historical method of interpretation had undertaken to explain away the contradictions by "distinguishing" or otherwise reconciling the contradictory passages. Under such circumstances, the justice of such a suggestion as Professor Clark makes in the sentences above cited would be self-evident.

It is hardly necessary to say that our imaginary parallel is far from exact in its details; but it gives a substantially correct idea of the nature of Justinian's Digest and indicates the necessity of applying to its study the historical method. It would, however, be unfair to European jurisprudence to assume that this method of dealing with antinomies is unknown, or little used. One need only examine, for instance, Windscheid's "Pandects," particularly the footnotes, to see that he has used it freely.

It is to be hoped that Professor Clark's remaining volume, or volumes, may soon be given to the world.

PRINCIPLES OF THE ENGLISH LAW OF CONTRACT. By SIR WILLIAM R. ANSON, Bart., D. C. L. Eleventh English Edition. Second American Edition. By ERNEST W. HUFFCUT. New York: Oxford University Press, American Branch. 1906. pp. li, 462.

The well-known ability for clear thinking and for precise and accurate expression of Ernest W. Huffcut, late Dean of the Cornell University College of Law, are a sufficient guaranty that any work which he might do in the line of a treatise on law topics would be of a very high order. His notes in the second American edition, in connection with the text of the eleventh English edition, of Mr. Anson's volume on the law of contract, bear out Mr. Huffcut's established reputation in those regards. Within the scope of the limitations set for himself by the American editor, to wit, "to keep the editorial work within a compass suitable for an elementary text," the "American notes" are useful and creditable.

With regard to the "elementary text" of Mr. Anson's eleventh English edition, while one should not perhaps complain that the text is only what it claims to be, namely, "elementary," nevertheless one may regret that there was not a little more of the scientific analysis of principles and of the application of logical deduction applied to various portions of the text. It might be said that, if the law is a science, it is important, even in a work which describes itself as "elementary," that a treatise upon it should at all times deal with the elementary principles in a scientific, reasoning, and logical manner. Of course, the purpose of publishing an "elementary text" on such a subject must be to guide the first steps of the student of law in this subject, and to enable him to get clearly in mind the fundamental principles applicable thereto. This being so, it is certainly vital that such principles be stated soundly and that they be stated with entire accuracy and precision. Misapprehensions implanted in the mind of the student at the early stage of his course, contemplated by such a work, are almost if not entirely ineradicable. The evil effects of a mistaken idea at the outset are far reaching. The student will find